



July 31, 2019

# **Energy Efficiency as a Service – Request for Projects (RFP)**

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# 1 GLOSSARY

"Avoided Energy Use" is the reduction in energy use that occurred in the performance period, relative to what would have occurred if the facility had been equipped and operated as it was in the baseline period, but under performance period conditions.

"City" means the City of Seattle, a Washington Municipal Corporation, doing business by and through its Seattle City Light department ("SCL").

"Energy Efficiency Service Fee" (EE Service Fee) means the charges that the City will bill the Participant for the Avoided Energy Use at the Site.

"Energy Efficiency Contractor" (EE Contractor) means the person or entity who has entered a Power Purchase Agreement ("PPA") with the City for the sale of the energy efficiency from the Avoided Energy Use at the Site. Funds collected from Participant will be used, in part, by City to purchase energy efficiency through the PPA. The Energy Efficiency Contractor is not, however, a Party to or beneficiary of the associated Participation Agreement.

"Measurement and Verification Consultant" (M&V Consultant) means an independent third-party who will develop and implement an approach to use data-driven models with meter data and other variables to estimate baseline energy consumption and performance-based savings that will be used to determine the Avoided Energy Use of the Site.

"Non-routine adjustments" means adjustments made to the baseline energy use that are used to compensate for unexpected changes unrelated to the energy conservation measures (ECMs).

"Non-Routine Events" Routine events are factors that are expected to change routinely and can be accounted for (through regressions or other techniques) to adjust both the baseline and reporting periods to the same set of conditions. Non-routine events are factors that were not expected to change, but that will affect the building's energy use.

"Participant" is the party who owns the Site or an entity working as their agent, granted authority by the site owner to enter into the Participation Agreement.

"Participation Agreement" means the agreement between Seattle City Light and the Participant where the Participant agrees to pay Seattle City Light for "energy savings" (in addition to electricity delivered) as part a "service fee" to be included on the bill throughout the term of the contract.

"Party" or "Parties" means City, Participant and Energy Efficiency Contractor.

"Power Purchase Agreement" (PPA) means the agreement between Seattle City Light and the Energy Efficiency Contractor for the purchase of energy efficiency from the building at an agreed upon rate throughout the duration of the contract.

"PPA Rate" means the rate that shall be paid to the Energy Efficiency Contractor for the purchase of energy efficiency from the building during the contract term.

"Program" means Energy Efficiency as a Service.

"Site" means the actual building location where the energy efficiency work will take place and all energy meters associated.

## 2 PURPOSE

Customer Energy Solutions, a division of City Light, is seeking participants for a new pilot program called Energy Efficiency as a Service (EEaS) through a Request for Projects (RFP). This RFP is being released in accordance with City [Ordinance 125556](#), which authorized the execution of agreements with up to 30 buildings for up to 20 years, for the purchase and/or sale of energy under the Energy Efficiency as a Service pilot program (EEaS Program). This initial project solicitation seeks up to 15 buildings to participate in the program. City Light anticipates a future project solicitation if there is sufficient interest to allow for additional use cases.

## 3 ENERGY EFFICIENCY AS A SERVICE (EEAS) PILOT PROGRAM GOALS

### 3.1 Energy Efficiency Goals

Through the EEaS Program, City Light aims to:

1. **Unlock deeper energy efficiency in commercial buildings by paying for measured electricity savings over time instead of providing an upfront incentive.**
2. **Test a mechanism to lessen the “split incentive” between owners and tenants at scale.** (A split incentive occurs when one party—typically the tenants—receive the financial benefits resulting from reduced energy bills after an energy retrofit, rather than the entity who paid for the project—typically the building owner.)
3. **Test a variety of use cases to build upon lessons learned from the innovative Metered Energy Efficiency Transaction Structure (MEETS) prototype project at the Bullitt Center** (as approved in Ordinance 124604).

### 3.2 Workforce Development Goals

To increase employment of women and people of color in energy efficiency and building operations, buildings participating in EEaS must aim to meet or exceed workforce development goals. Specifically, Ordinance 125556, Section 4 states that agreements entered under EEaS program must aim to meet or exceed the standards set forth in Seattle’s Priority Hire statute (SMC 20.37.040), which includes but is not limited to the following:

- Use labor that is receiving area standard wages for all craft workers;
- Provide bona fide benefits, vacation, health and welfare, apprenticeship and training funds;
- Meet or exceed 15% apprenticeship utilization per craft;
- Set and meet goals for hiring women and racial minorities as well as for hiring Women- and Minority-Owned Business Enterprises (WMBE) for contractors, and;
- Set and meet goals for hiring women and racial minorities from pre-apprenticeship programs.

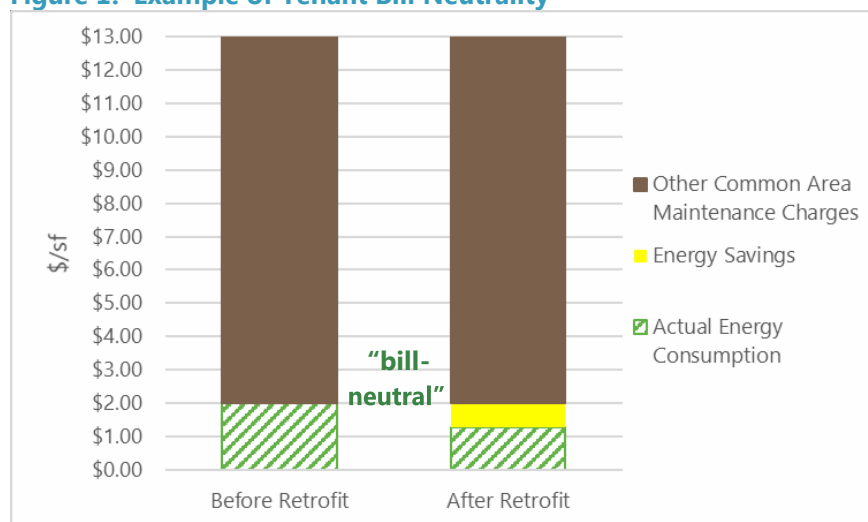
## 4 WHAT IS EEAS?

Seattle City Light is creating a monthly billing mechanism to quantify and return the value of the energy efficiency savings to the party responsible for making the investment in deep energy retrofits. EEaS aims to unlock deeper energy efficiency in commercial buildings by helping to overcome the split incentive and paying for measured electricity savings over a longer time horizon (up to 20 years). Instead of paying incentives or rebates, EEaS is a business model wherein tenants—the ultimate beneficiaries of energy efficiency upgrades—effectively fund energy improvements over time from their energy bills. Building owners benefit from increased asset values and more marketable efficient buildings. Tenants receive the comfort and productivity benefits associated with leasing space in a green building. Society benefits from potentially substantial reductions in greenhouse gas emissions and energy consumption.

Without energy efficiency improvements, a building's energy consumption typically remains flat over time. However, once a capital energy project is implemented, monthly energy use and utility bills are often reduced. Participants in EEaS will be billed as if no energy improvements had occurred, keeping the electricity bills “neutral”. Under the EEaS Program, Seattle City Light will bill for actual electricity use plus an “energy efficiency service fee” (EE service fee). The EE service fee is based on the baseline electricity use minus the actual current electricity use (aka “electricity savings”) multiplied by the electricity rate at the time of billing (details on the \$/kWh electricity rate are provided in section 5.2.1 below).

The “neutral” monthly utility bills (Figure 1) provide a pathway for the building owner to recoup the initial investment of the deep energy retrofit by collecting the financial value of the electricity savings. The financial value of these savings is transferred, over time, to the entity responsible for financing the energy retrofits using a long-term power purchase agreement, through which Seattle City Light purchases the electricity savings.

**Figure 1. Example of Tenant Bill Neutrality**



## 5 HOW DOES THE EEAS TRANSACTION STRUCTURE WORK?

### 5.1 Participating parties

In order to describe the transaction structure, it is helpful to first to identify the main parties involved:

1. **Participant** – in the case of this program, the Participant is the party who owns the site. The building owner (or their designated agent) is considered the participant in the EEaS program and will be the party holding the Participation Agreement with City Light.
2. **City Light Customer** – the party responsible for the energy bill(s) for the site. The customer may be the same entity as the owner or designated agent but could also be a property management firm.
3. **Energy Efficiency (EE) Contractor** – the party responsible for the improved the energy performance of the building through capital projects. They will secure the investment and be on the receiving end of the energy efficiency payments. The role of the EE Contractor may be played by the owner, an owner's representative, or a contractor hired by the owner.
4. **Seattle City Light** – the utility responsible for billing City Light Customer and paying EE Contractor based on verified energy savings.
5. **Measurement and Verification Consultant** – contractor or 3<sup>rd</sup> party who will advise on technical issues and help calibrate savings in the event of square footage changes, fuel switching, high vacancy rates, space use type changes, or other non-routine events.

### 5.2 Contract Structure

The fundamental design of EEaS consists of a Participation Agreement and a Power Purchase Agreement (PPA). The Participation Agreement and PPA spell out the terms and conditions for program participation, which include conditions of payment, requirements for compliance and options for transferability or termination. These two documents will be released on August 27, 2019.

#### 5.2.1 Participation Agreement

The Participation Agreement will be between the Participant (building owner or agent) and City Light.

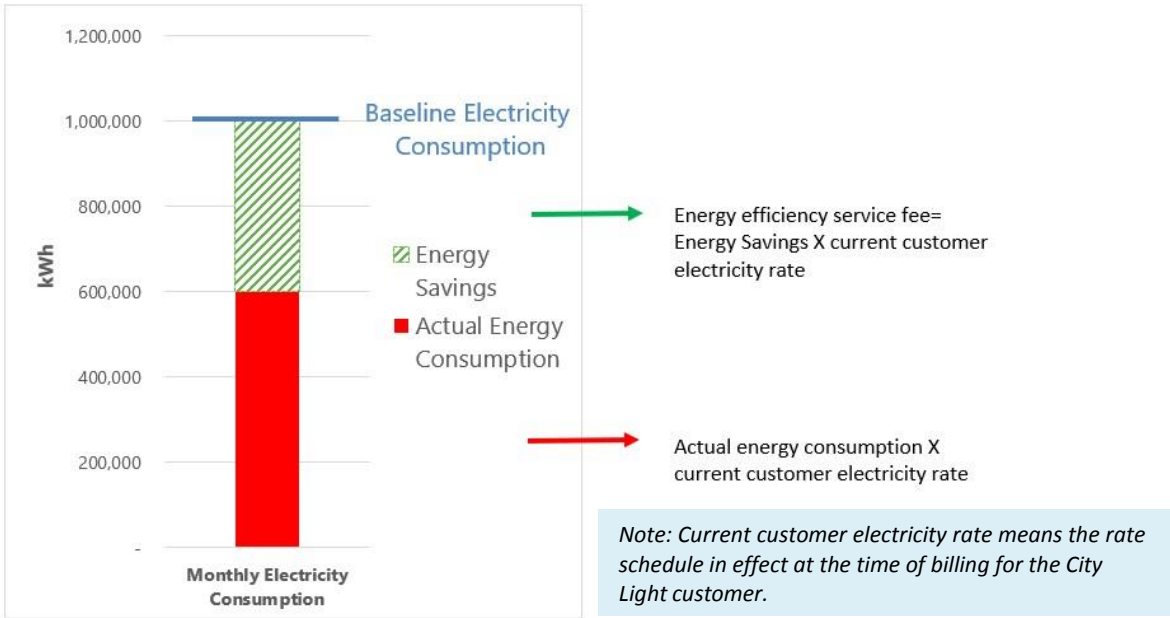
By signing the Participation Agreement, the Participant agrees to allow City Light to bill for actual electricity use and an "energy efficiency service fee" throughout the duration of the contract term. The EE service fee is based on the baseline electricity use minus the actual electricity use (aka "Avoided Energy Use" or "electricity savings") multiplied by the electricity rate at the time of billing, as illustrated below in Figure 2.

The \$/kWh electricity rate used in the calculation of an EE service fee for a particular billing period will be determined by taking all energy-related charges (which are a function of kWh) and dividing by the energy consumption for the given billing period. Charges that are a function of demand (kW) and other monthly fees will not be included in this calculation. If the customer has multiple rates applied to their



electricity consumption (kWh) during a particular billing period, the weighted average of those rates will be applied to the electricity savings for that billing period to determine the EE service fee.

**Figure 2. Basis of EEaS City Light Charges**



### 5.2.2 Power Purchase Agreement

The PPA will be between City Light and the EE Contractor (building owner/agent or 3<sup>rd</sup> party contractor hired by the owner).

The Power Purchase Agreement authorizes the EE Contractor to receive payment from City Light based on measured electricity savings. The PPA rate is based on the customer electricity rate at the time of contract (aka the price floor). The PPA rate will track retail rates of electricity over time but will never drop below the price floor. The price floor shall reflect the volumetric cost of electricity (\$/kWh) on the customer's bill at the time the Participation Agreement and PPA are executed.

City Light will retain a portion of the PPA payment to build a risk-mitigation fund. Ongoing M&V Consultant costs shall be passed on to the EE Contractor. Details of these fees will be released August 27, 2019.

The PPA includes detailed workforce development goals and the EE contractor's reporting requirements. See section 3.2 Workforce Development Goals and section 7.5 Workforce Development Reporting Requirements for additional details.

### 5.3 Measurement and Verification

City Light will hire a 3<sup>rd</sup> party vendor to act as the Measurement and Verification (M&V) Consultant for this program. Their role will be to calculate monthly Avoided Energy Use values using industry best

practice methodology (e.g.: IPMVP Option C, ASHRAE Guideline 14 2014). The data used by the M&V Consultant will include City Light metering data, billing data, and building data collected through Quarterly Reports.

Avoided energy use for **existing buildings** that participate in the program will be calculated using a baseline based on historic energy use.

Avoided energy use for **new construction** projects will be calculated by comparing the building's actual consumption to a baseline based on the energy use targets specified in Seattle's Energy Code C401.3.2, which will provide an annual energy performance target. The energy model submitted to the Seattle Department of Construction and Inspections (SDCI) for energy code compliance will be used as the basis for making non-routine adjustments over time.

If an existing building **changes its space use** (e.g., Office building becomes a hotel), or if the size of building changes, the project will be transitioned to a new construction baseline at the time of the non-routine event and a new construction baseline will be used to calculate avoided energy use for the duration of the term.

The M&V Consultant will follow City Light's M&V Requirements, which will be released in a separate document on August 27, 2019. The consultant will also work with the EE Contractor to identify non-routine events and make corresponding non-routine adjustments for events that fall significantly outside of normal operations of the building and which impact the avoided energy use calculations.

## 5.4 Financial Transaction Structure

EEaS is fundamentally a combination of two contractual agreements, the Participation Agreement and the Power Purchase Agreement, which are designed to address the split incentive and allow for the transfer of the financial value of the energy efficiency achieved as part of program participation.

Examples of EEaS transactions are summarized visually below in Figures 3a and 3b. Arrows in the figures show payments. Other models might be implemented by participants. City Light does not make recommendations on how to structure agreements associated with EEaS. City Light is not responsible for any agreement made outside of the Participation Agreement and the Power Purchase Agreement.

### EEaS Transaction Description

1. Seattle City Light bills Customer for actual kWh delivered based on the customer rate at the time of billing (e.g. \$0.08/kWh)
2. Seattle City Light bills Customer an "EE service fee" based on electricity savings multiplied by \$/kWh portion of customer rate at the time of billing (e.g. \$0.08/kWh)<sup>1</sup>
3. Seattle City Light then makes PPA payments to Building Owner or EE contractor.

<sup>1</sup> In the case of time-of-use or tiered rates, the rate will be averaged based on the kWhs at each rate.

Figure 3a. Example of payments flow in EEaS – (EE Contractor = Owner)

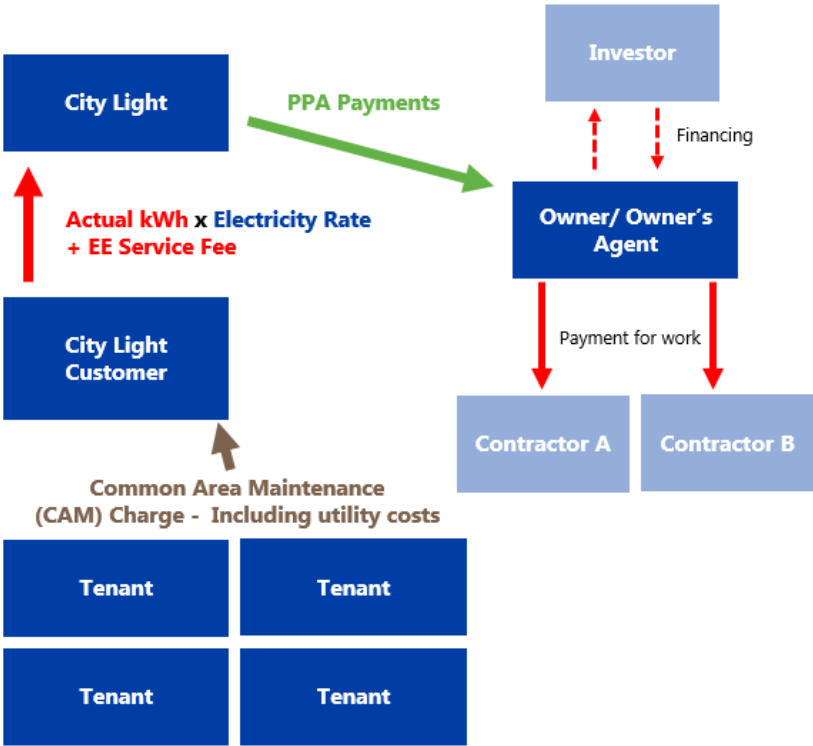
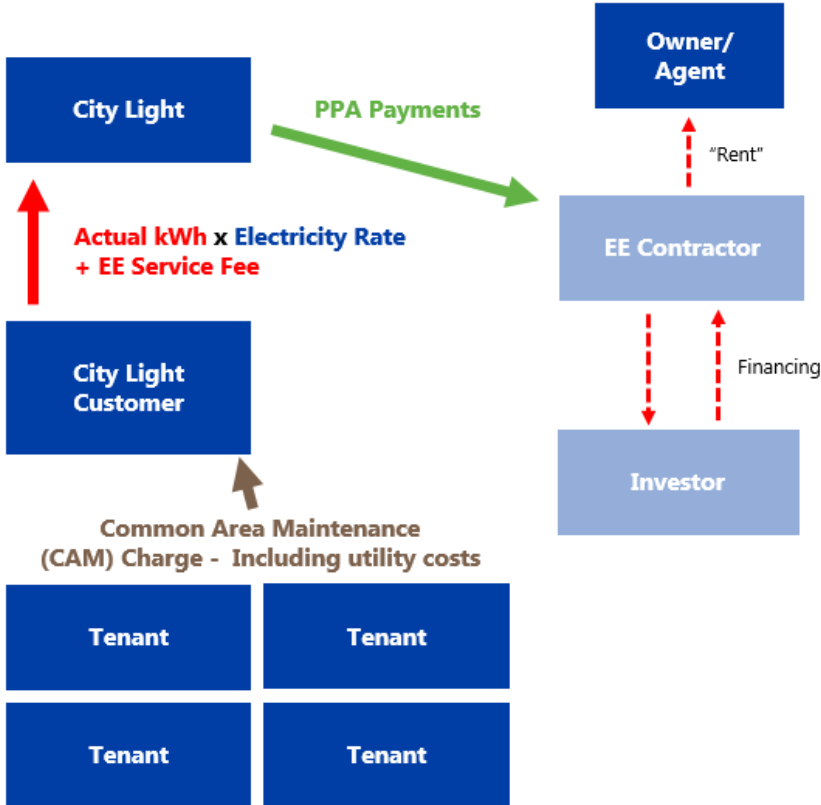


Figure 3b. Example of payments flow in EEaS – (EE Contractor = 3<sup>rd</sup> party)



## 6 PROGRAM ELIGIBILITY

Participants must meet the following eligibility criteria to be considered for the program:

### 6.1 Participant Eligibility

1. Participant must own the building.
2. Participant (and any of their participating agents) must have a satisfactory record of payments and/or satisfactory performance in contracting and/or transacting with Seattle City Light.

### 6.2 Energy Efficiency Contractor Eligibility

1. EE Contractor must have a demonstrated experience with projects of similar size and complexity.
2. EE Contractor must have a demonstrable history of satisfactory contract performance with utilities.

### 6.3 Building Eligibility

At this time, and in this project solicitation phase, City Light is not seeking participation from buildings where multiple commercial or residential tenants have their own unique City Light accounts. In future project solicitations, acceptable use cases may be modified and building, project, and customer eligibility may change.

1. Building must be located in City Light electric service territory.
2. Primary utility account must be on a commercial rate code.
3. Building's conditioned area must be greater than 50,000 square feet.
4. Building must be at least 75% occupied (leased square footage) to begin performance period.
5. Primary utility account must account more than 90% of the building's electricity consumption.
6. All electricity metered must be from the subject building (i.e. no electricity is supplied from any other building).
7. Building must have at least 12 months of energy consumption history (existing only).
8. Tenants in the building must have a lease type where the owner/tenant split incentive is present.
9. If new construction:
  - a. Electricity is sole fuel source for all end-uses.
  - b. Must demonstrate compliance with Seattle Energy Code via Total Building Performance Path (C407) or the Targeted Performance Path (C401.3) for one of the following primary use types: (1) Office, (2) Medical Office, (3) Retail.

### 6.4 Project Eligibility

#### 6.4.1 Existing Buildings

1. Weather and/or occupancy must be an acceptable predictor of electrical energy consumption. Model must meet goodness-of-fit criteria outlined in City Light's M&V Requirements. If this requirement cannot be met because of a significant change in use type (e.g., office building is

- turned into a hotel) the building can apply through the New Construction Building pathway.
2. During the term of the contract, the project must implement deep capital energy conservation measures that reduce electricity consumption at least 25% compared to the building's baseline. Significant electricity savings (>10%) must be achieved during the construction period.

#### **6.4.2 New Construction Buildings**

1. The project must plan to implement deep capital energy projects saving more than 25% compared to the energy use targets specified in Seattle's Energy Code C401.3.2.
2. The project must demonstrate compliance with the Seattle Energy Code through the Total Building Performance Path C407 or the Target Performance Path C401.3.
3. Weather and/or occupancy must be an acceptable predictor of electrical energy consumption. Model must meet goodness-of-fit criteria contained in City Light's M&V Requirements.

## 7 PROGRAM REQUIREMENTS

### 7.1 Participant Requirements

1. Participant must notify all existing and future tenants of the building's participation in the program.
2. Participant must indemnify the City against tenant any/all complaints related to participation in this program.
3. Participant must give City Light M&V Consultant access to their ENERGY STAR Portfolio Manager account. Participant agrees to upload energy consumption to Portfolio Manager monthly, and maintain other relevant data housed in the Portfolio Manager system.
4. Participant must allow M&V Consultant access to City Light billing information and interval meter data (i.e. thru MeterWatch).

### 7.2 EE Contractor Requirements

1. EE Contractor must provide City Light with quarterly reports throughout the duration of the construction and performance period.
2. EE Contractor must achieve at least 10% electricity savings during the construction period.

### 7.3 Building Requirements

1. All participating buildings must be set-up and current in ENERGY STAR Portfolio Manager.
2. Buildings located in the City of Seattle must be in compliance with the City of Seattle's Energy Benchmarking and Reporting program. See [www.seattle.gov/environment/benchmarking](http://www.seattle.gov/environment/benchmarking) for more information.
3. Building must maintain a minimum of 75% occupancy (leased square footage) throughout the contract term.

### 7.4 Project Requirements

1. Quantification of avoided energy use shall exclude the effect of any onsite solar PV production or storage. Any on-site generation must be outside the project boundary and separately metered with a production meter.
2. Participant must provide and maintain a list of planned energy conservation measures (ECMs) to be implemented as part of the project and keep City Light informed on the status of implementation on a quarterly basis.
3. The participating building will not be eligible for any other City Light efficiency programs while participating in the EEaS program.

### 7.5 Workforce Development Reporting Requirements

The Energy Efficiency Contractor will be required, under the PPA, to report on their performance on the metrics listed below. Reporting will be required for all energy efficiency related capital project work performed to achieve the proposed savings, including the construction period. The workforce

development forms will be part of the Quarterly Reporting Package. Reports will require the following details:

- Workers are receiving:
  - Area standard wages
  - Bona fide benefits
- Apprenticeship utilization percentage
- Priority hire utilization (workers are those living in economically distressed ZIP codes)
- Utilization of women and people of color
- Women and minority business enterprise utilization
- Women and people of color from pre-apprentice programs

## 8 PROJECT SELECTION CRITERIA

City Light will evaluate all proposals received against the Program Eligibility and Requirements outlined in Section 6 and 7. If City Light receives more than 15 eligible projects by December 31, 2019, each project will be scored against the criteria below. The 15 projects with the highest ranking will be selected for this phase of implementation. Eligible projects that are not selected may be considered for future project solicitations if they notify City Light of their continued interest in the pilot.

Project Criteria	Metric	Points
Building Performance	<ul style="list-style-type: none"> <li>Depth of electrical energy savings: building performance above &amp; beyond 25% savings minimum</li> <li>Likelihood of ECMs proposed meeting savings target</li> <li>Methodology used to determine saving estimates</li> </ul>	25
Project Team	<ul style="list-style-type: none"> <li>Strength, experience, and ability of team to deliver project as proposed</li> </ul>	5
Project Timeline	<ul style="list-style-type: none"> <li>Performance period can start within 2 years or earlier of selection</li> </ul>	5
Environmental Impact	<ul style="list-style-type: none"> <li>Degree of carbon savings, e.g. through beneficial electrification (relative to other projects in solicitation)</li> </ul>	5
Equity and Workforce Development	<ul style="list-style-type: none"> <li>Ability/commitment to report desired metrics</li> <li>Women and minority owned business inclusion plan</li> <li>Implementation strategy to achieve Priority Hire workforce goals</li> </ul>	20
Tenant Benefits	<ul style="list-style-type: none"> <li>Financial – extent to which the value of energy efficiency will be passed on to tenants</li> <li>Health &amp; wellness – meet or exceed ventilation, lighting, and thermal comfort setpoints of ASHRAE and/or healthy building guidelines</li> <li>Tenant engagement – commitment to engaging commercial tenants in saving energy</li> </ul>	10
Innovation/Value-added	<ul style="list-style-type: none"> <li>How is your project innovative?</li> <li>How will this program help you achieve higher energy performance?</li> </ul>	5
Use-case diversity	<ul style="list-style-type: none"> <li>Is this type of project under or over-represented in the mix of projects received?</li> </ul>	20
Submittal	<ul style="list-style-type: none"> <li>Responsiveness of submittal (concise, complete and accurate)</li> </ul>	5
<b>Total</b>		<b>100</b>

City Light reserves the right to make project selections in order to ensure the requirements of City of Seattle Ordinance 125556 are met.



## 9 TIMELINE/SCHEDULE

Milestone	Date
Request for Projects Issued	July 31, 2019
Program Manual released including Participation Agreement, Power Purchase Agreement, Project Application, Quarterly Project and Workforce Reporting Template, Reporting and M&V Requirements	August 27, 2019
Information Session + Response to initial clarifications/requests for information submitted	August 29, 2019
Questions/requests for information due to City Light	September 20, 2019
City Light publishes response to questions	October 18, 2019
Proposals due to City Light	December 31, 2019
Blackout period - applicants cannot correspond with City Light about the RFP	December 31, 2019 – February 21, 2020
Participants Selected	February 21, 2020
Target Participation Agreement and PPA Execution Date	April 3, 2020

# 10 PROPOSAL REQUIREMENTS

The following section describes the requirements for the proposal documentation. Each application must specify who will play the role of Participant and Energy Efficiency Contractor and provide contact information for both parties for the application submittal to be considered complete. City Light might ask for additional information or clarification during the selection process.

## 10.1 Letter of Interest/Introduction

(Max 2 pages)

## 10.2 Participant Information

### 10.2.1 Participant

(Submission form)

1. Company name
2. Authorized signer
3. Project contact
4. Contact information
5. Owner's representative information (if applicable)

### 10.2.2 Energy Efficiency Contractor

(Submission form)

1. Company who will assume the role of the EE Contractor. This company will be the recipient of the PPA.
  - a. Name
  - b. Years in business
2. Authorized signer
3. Project Manager
4. Contact information

(Supporting Documentation (Max 4 pages))

5. Description of company
6. Resume of project manager
7. List and summary of similar projects completed
8. References

### 10.2.3 Participation details

(Submission form)

1. How is the split incentive between landlord and tenant present in your building?
2. How are energy costs allocated to your tenants? (i.e. submetering, square-footage allocation, etc.)

3. Types and quantity of lease type(s) present in the building
4. What is the desired term length? (up to 20 years)

### 10.3 Building Description

(Submission form)

1. General description of building;
  - a. name, address,
  - b. year built,
  - c. years owned,
  - d. number of tenants,
  - e. number of stories,
  - f. gross and conditioned building square footage
2. Square footage by occupancy type from ENERGY STAR Portfolio Manager.
3. Inventory of all energy sources and City Light accounts (must be reflected in ENERGY STAR Portfolio Manager).
4. Annual use of other energy sources (natural gas, steam, solar, oil).
5. General description of existing building systems, including controls system, HVAC, lighting, envelope, etc. (existing only)
6. Occupancy rate by month for prior 12 months as a percent of leasable square feet. (existing only)
7. General weekly occupancy schedule (e.g. 12 hours per day, M-F).
8. Recent major changes to space use, building systems, or occupancy. (existing only)
9. Expected major changes to space use, building systems, fuel type, or occupancy over the next 5 years.

(Supporting Documentation)

10. Submit a Statement of Energy Performance from ENERGY STAR Portfolio Manager

### 10.4 Project Description

(Submission Form)

1. Overview of the types of energy conservation measures (ECMs):
  - a. ECM description,
  - b. project type (i.e. capital, behavioral, O&M, etc.),
  - c. estimated annual energy savings from preliminary audit(s),
  - d. estimated completion date
2. Commitment to share EnergyStar Portfolio Manager account of the building

(Supporting Documentation (Max 2 pages))

3. Summary of the ECM study and savings calculation methodology

## 10.5 Workforce Development

(Submission Form)

1. Commitment to report on workforce development efforts:
  - a. Workers receiving Prevailing Wages
  - b. Workers receiving Bona Fide Benefits
  - c. Apprenticeship utilization percentage
  - d. Priority Hire utilization
  - e. Utilization of women and people of color
  - f. Women and minority business enterprise utilization
  - g. Women and people of color from pre-apprentice programs
2. Description of strategy to achieve Priority Hire workforce goals

# 11 PARTICIPATION PROCESS

## 11.1 Submit Project Proposal

By December 31, 2019

1. Develop a project plan outlining energy savings activities and their specific percent contribution to your proposed EUI or kWh savings goal.
2. Complete and submit the project proposal according to the template above

## 11.2 Await Response Regarding Selection

December 31, 2019 – February 21, 2020

1. City Light will conduct eligibility checks and project scoring based on selection criteria.
2. City Light, at its discretion, may interview representatives of the proposed projects that are considered most competitive.
3. City Light will notify successful candidates of their selection status by email.

## 11.3 (If Selected) Contract with Seattle City Light

1. City Light's M&V Consultant will develop a baseline model which will be used as the basis for measuring electricity savings. The equations that describe the statistical baseline model will be included in the Participation Agreement and the Power Purchase Agreement.
2. Participant (Building Owner or Owner's Representative) will sign Participation Agreement with Seattle City Light.
3. Building Owner indemnifies Seattle City Light against tenant complaints.
4. Energy Efficiency Contractor or Participant signs Power Purchase Agreement (PPA) with Seattle City Light.

## 11.4 Construction Period

1. Implement energy conservation measures (ECMs) or construct facility (if new construction).
2. Submit an updated Quarterly Reporting Package to Seattle City Light every three months.
3. Notify Seattle City Light when the project(s) or construction has completed.

## 11.5 Performance Period

1. Significant savings (>10%) must occur in order to start the performance period and initiate EEaS transactions, i.e. for City Light to collect energy efficiency service fees, and EE contractor to receive PPA payments.
2. Submit an updated Quarterly Reporting Package to Seattle City Light every three months.
3. Monitor expected vs. actual building performance.
4. City Light and M&V Consultant will monitor for non-routine events (using quantitative and qualitative data).
5. M&V Consultant will conduct any non-routine adjustments (if necessary).

6. Participant shall pay City Light utility bill (including EE service fee).
7. City Light will begin making PPA payments.
8. Continue identifying, implementing, and evaluating energy conservation measures (ECMs).

## 12 PROPOSAL SUBMITTAL

Proposals must be delivered to City Light electronically. Proposals received after the deadline will be considered for the next selection period if offered. All times listed below is Pacific prevailing time.

All proposals become the property of the City of Seattle and can be subject to the public disclosure requests. The content of all proposals will be treated as confidential, any proprietary data must be clearly marked "Confidential - Proprietary Information." Proposals entirely marked as confidential will not be accepted.

1. Proposals must be received by City Light no later than the date and time given in Section 9 TIMELINE/SCHEDULE, except as revised by Addenda.
2. All pages are to be numbered and identify the project submittal. The format should follow closely that requested in this RFP.
3. The submitted proposal shall cover the topics and details identified in sections 3.1 through 3.9 of this RFP. Each section of the proposal shall be aligned with the section headers in sections 3.1 through 3.9.
4. The City has page limits specified in Section 3. "Proposal Requirements". Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
5. The proposer has full responsibility to ensure the response arrives at the City within the deadline. A response submitted or delivered after the time fixed for receipt will not be accepted unless waived as immaterial by the City given the specific fact-based circumstances. Responses arriving after the deadline may not be considered for this solicitation round, may be included for future selection processes, or the City Light may accept the package and make a determination as to lateness.

### Submittal

The City allows and will accept electronic submittals.

1. The electronic submittal is to be e-mailed to an Energy Advisor at Seattle City Light [SCLEnergyAdvisor@seattle.gov](mailto:SCLEnergyAdvisor@seattle.gov) , on or before the deadline noted in Section 9 TIMELINE/SCHEDULE, except as revised by Addenda.
2. Title the e-mail very clearly with the RFP Title and number and your company name.
3. Any risks associated are borne by the Proposer.
4. The City e-mail system will generally allow documents up to, but no larger than, 12 Megabytes.

## 13 QUESTIONS AND CLARIFICATIONS

Any questions and/or clarifications must be submitted electronically to an Energy Advisor at Seattle City Light [SCLEnergyAdvisor@seattle.gov](mailto:SCLEnergyAdvisor@seattle.gov) in written format with the e-mail header **EEaS RFP Question** by September 20<sup>th</sup>, 2019. City Light will respond to questions from potential Participants and EE Contractors in a FAQ document published October 18<sup>th</sup>, 2019.